

CAROLYN SIEVE (SBN 182763)
csieve@constangy.com
CONSTANGY, BROOKS,
SMITH & PROPHETE LLP
3420 Bristol Street, 6th Floor
Costa Mesa, CA 92626
Telephone: (949) 743-3979

CODY SAAL (SBN 286041)
csaal@constangy.com
CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP
601 Montgomery Street, Suite 350
San Francisco, CA 94111
Telephone: (415) 918-3000

Attorneys for Defendant
WAL-MART ASSOCIATES, INC.
dba WALMART

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DOLORES VEGA, an individual,
Plaintiff,

vs.

WAL-MART ASSOCIATES, INC. dba
WALMART; and DOES 1 through 50,
inclusive,

Defendants.

Case No: 2:23-cv-07748-MCS-RAO

~~[PROPOSED]~~ **STIPULATED
CONFIDENTIALITY ORDER**

Action Filed: September 16, 2023
Trial Date: Not Set

PURPOSE AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Confidentiality Order. The parties acknowledge that

1 this Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles. The parties further acknowledge, as set forth in
5 Paragraph 23, below, that this Stipulated Confidentiality Order does not entitle them
6 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
7 procedures that must be followed and the standards that will be applied when a party
8 seeks permission from the court to file material under seal.

9 **GOOD CAUSE STATEMENT**

10 This action is likely to involve the exchange of confidential, private and/or
11 proprietary information for which special protection from public disclosure and
12 from use for any purpose other than prosecution of this action is warranted. Such
13 information may consist of, but is not limited to, the following: Plaintiffs'
14 confidential and private medical records, Walmart's confidential and private
15 personnel records related to current and/or former employees, confidential business
16 or financial information, information regarding confidential business practices,
17 commercial information (including information implicating privacy rights of third
18 parties), and/or other information generally unavailable to the public or which may
19 be privileged or otherwise protected from disclosures under state or federal statutes,
20 court rules, case decisions or common law. Accordingly, to expedite the flow of
21 information, to facilitate the prompt resolution of disputes over confidentiality of
22 discovery materials, to adequately protect information the parties are entitled to keep
23 confidential, to ensure that the parties are permitted reasonable necessary uses of
24 such material in preparation for and in the conduct of trial, to address their handling
25 at the end of litigation, and serve the ends of justice, a confidentiality order covering
26 such information is justified in this matter. It is the intent of the parties that
27 information will not be designated as confidential for tactical reasons and that
28 nothing be so designated without a good faith belief that it has been maintained in a

1 confidential, non-public manner, and there is good cause why it should not be part
2 of the public record of this case.

3 Accordingly, the Parties agree as follows:

4 1. This Order shall govern the disclosure of materials designated as
5 Confidential Material in this litigation. Confidential Material, as used in this Order,
6 shall refer to any document or item designated as Confidential or Highly Confidential
7 – Attorneys’ Eyes Only, including but not limited to, documents or items produced
8 during discovery, all copies thereof, and the information contained in such material.
9 Nothing in this Order shall require any party to produce any specific documents or
10 category of documents which a party deems inappropriate for production.

11 **Definitions of Confidential Material**

12 2. Confidential Material, as used in this Order, consists of the following
13 materials and categories of materials:

14 a. Materials relating to any privileged, confidential, or
15 nonpublic information, including, but not limited to, trade
16 secrets, research, design, development, financial, technical,
17 marketing, planning, personal, or commercial information,
18 as such terms are used in the Federal Rules of Civil
19 Procedure (Fed. R. Civ.) and any applicable case law
20 interpreting Fed. R. Civ. 26(c)(1)(G) contracts; non-public
21 compilations of retail prices; proprietary information;
22 vendor agreements; personnel files; claim/litigation
23 information; and nonpublic policies and procedures shall be
24 deemed Confidential.

25 b. Materials containing corporate trade secrets, nonpublic
26 research and development data, including, but not limited
27 to, cost data, pricing formulas, inventory management
28 programs, and other sales or business information not
known to the public; information obtained from a non-party
pursuant to a non-disclosure agreement; and customer-
related Protected Data shall be deemed Highly Confidential
– Attorneys’ Eyes Only.

c. Protected Data shall refer to any information that a party

believes in good faith to be subject to federal, state or foreign data protection laws or other privacy obligations. Examples of such data protection laws include but are not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial information); and, The Health Insurance Portability and Accountability Act and the regulations thereunder, 45 CFR Part 160 and Subparts A and E of Part 164 (medical information). Certain Protected Data may compel alternative or additional protections beyond those afforded Highly Confidential – Attorneys’ Eyes Only material, in which event the parties shall meet and confer in good faith, and, if unsuccessful, shall move the Court for appropriate relief.

The parties shall not designate as confidential information that is already public knowledge.

3. The parties agree that such Confidential Material as described in paragraph 2 should be given the protection of an order of this Court to prevent injury through disclosure to persons other than those persons involved in the prosecution or defense of this litigation.

Procedure for Designating Information as Confidential

4. To designate information as confidential, the producing party shall mark Confidential Material with the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Parties shall submit confidential discovery responses, such as answers to interrogatories or answers to requests for admissions, in a separate document stamped with the appropriate legend designating those responses as Confidential Material. The Receiving Party may make copies of Confidential Material and such copies shall become subject to the same protections as the Confidential Material from which those copies were made.

a. Information on a disk or other electronic format (e.g., a native format production) may be designated confidential by marking the storage medium itself (or the native file’s title) with the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The

1 Receiving Party shall mark any hard-copy printouts and the
2 storage medium of any permissible copies of such
3 electronic material with the corresponding legend contained
4 on the original and such copies shall become subject to the
5 same protections, as the Confidential Material from which
6 those copies were made.

7 b. Information disclosed at any deposition of a party taken
8 in this action may be designated by the party as confidential
9 by indicating on the record at the deposition that the
10 information is confidential and subject to the provisions of
11 this Order. Alternatively, the party may designate
12 information disclosed at the deposition as confidential by
13 notifying the court reporter and other parties in writing,
14 within fifteen (15) business days of receipt of the transcript,
15 of the specific pages and lines of the transcript which are
16 designated as confidential. The parties may agree to a
17 reasonable extension of the 15-business-day period for
18 designation. Designations of transcripts will apply to audio,
19 video, or other recordings of the testimony. During such
20 15-business-day period, the entire transcript shall receive
21 confidential treatment. Upon such designation, the court
22 reporter and each party shall affix the "CONFIDENTIAL"
23 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY" legend to the designated pages and segregate them
25 as appropriate.

26 5. A producing party may change the confidentiality designation of
27 materials it has produced, as follows: (1) The producing party must give the receiving
28 parties notice of the change by identifying the documents or information at issue.
Once notice is given, the receiving party must make good-faith efforts to ensure that
the documents or information are accorded treatment under the new designation. (2)
Within a reasonable period after giving notice, the producing party must reproduce
the documents or information in a format that contains the new designation. (3) If
such information has been disclosed to persons not qualified pursuant to paragraph(s)
(12-13) below, the party who disclosed such information shall (a) take reasonable
efforts to retrieve previously disclosed Confidential Material; (b) advise such persons

1 that the material is Confidential; and (c) give the producing party written assurance
2 that steps (a) and (b) have been completed.

3 **Data Security**

4 6. The Parties agree to provide adequate security to protect data produced
5 by the other party(ies) or by non-parties. This includes secure data storage systems,
6 established security policies, and security training for employees, contractors and
7 experts. Adequate security also includes such measures as data encryption in transit,
8 data encryption at rest, data access controls, and physical security, whether
9 hosted/outsourced to a vendor or on premises. At a minimum, any receiving party
10 subject to the terms of this Confidentiality Order, will provide reasonable measures
11 to protect non-client data consistent with the American Bar Association Standing
12 Committee on Ethics and Professional Responsibility, Formal Opinion 477R.

13 **Clawback Provisions**

14 7. The production of privileged or work-product protected documents,
15 electronically stored information (ESI) or information, whether inadvertent or
16 otherwise, is not a waiver of the privilege or protection from discovery in this case or
17 in any other federal or state proceeding.

18 8. This Order shall be interpreted to provide the maximum protection
19 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and
20 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code
21 § 1738. In the event of any subsequent conflict of law, the law that is most protective
22 of privilege and work product shall apply.

23 9. Nothing contained herein is intended to or shall serve to limit a party's
24 right to conduct a review of documents, ESI or information (including metadata) for
25 relevance, responsiveness and/or segregation of privileged and/or protected
26 information before production.

27 10. If the receiving party has reason to believe that a produced document or
28 other information may reasonably be subject to a claim of privilege, then the receiving

1 party shall immediately sequester the document or information, cease using the
 2 document or information and cease using any work product containing the
 3 information, and shall inform the producing party of the beginning BATES number
 4 of the document or, if no BATES number is available, shall otherwise inform the
 5 producing party of the information.

6 11. A producing party must give written notice to any receiving party
 7 asserting a claim of privilege, work-product protection, or other ground for reclaiming
 8 documents or information (a “clawback request”). After a clawback request is
 9 received, the receiving party shall immediately sequester the document (if not already
 10 sequestered) and shall not review or use that document, or any work product
 11 containing information taken from that document, for any purpose. The parties shall
 12 meet and confer regarding any clawback request.

13 **Who May Receive Confidential and Highly Confidential Information**

14 12. *Confidential Material.* Any Confidential Material and the information
 15 contained therein shall be disclosed only to the Court, its staff, in-house counsel and
 16 outside counsel of record for each party, and also shall be disclosed on a need-to-
 17 know basis only to the parties, counsel’s staff personnel, employees of a party to
 18 whom disclosure is necessary in connection with the preparation for and trial of this
 19 action, and any witnesses in the case (including consulting and testifying experts) as
 20 may from time to time reasonably be necessary in prosecution or defense of this
 21 action.

22 13. *Highly Confidential—Attorneys’ Eyes Only Material.* Material and
 23 information designated as “Highly Confidential—Attorneys’ Eyes Only” shall only
 24 be disclosed to the Court, its staff, in-house and outside counsel of record for each
 25 party, the secretarial, clerical, and paralegal staff of each, and consulting and
 26 testifying experts retained by a party in this action.

27 14. *Restriction on Disclosure to Direct Competitors.* Notwithstanding the
 28 foregoing, Confidential Material shall not be disclosed to any current or former

1 employees of, or current or former consultants, advisors, or agents of, a direct
2 competitor of any party named in the litigation. If a Receiving Party is in doubt about
3 whether a particular entity is a direct competitor of a party named in this lawsuit, then
4 before disclosing any Confidential Material to a current or former employee,
5 consultant, advisor, or agent of that entity, the Receiving Party's counsel must confer
6 with counsel for the Producing Party.

7 15. *Persons Receiving Confidential Information Must Sign Exhibit A.*
8 Counsel for each party shall advise all persons to whom Confidential Material is
9 disclosed pursuant to this Order of the existence of this Order and shall provide all
10 such persons (other than the Court and its staff) with a copy of this Order. Counsel
11 shall also require such persons to execute the Affidavit attached as ***Exhibit A***, prior to
12 the disclosure of Confidential Material.

13 16. *Duties in the Event of Unauthorized Disclosures.* It shall be the
14 obligation of counsel, upon learning of any unauthorized disclosure or threatened
15 unauthorized disclosure of Confidential Information, or any other breach or
16 threatened breach of the provisions of this Order, to promptly notify counsel for the
17 Producing Party. The notification shall be supplemented with reasonable details of
18 the circumstances of the disclosure in order to permit the producing party to
19 understand and take appropriate steps. Each party and its counsel agree to take
20 reasonable and good-faith efforts to contain or limit any breach promptly upon
21 receiving notice of it, and to make reasonable and good-faith attempts to retrieve any
22 unauthorized disclosure of documents or information. This provision does not limit
23 the producing party's entitlement to damages resulting from any breach of this Order.

24 **Authorized Uses of Confidential Material**

25 17. Confidential Material shall only be used for the purpose of litigating the
26 above-captioned lawsuit and may not be used in other lawsuits.

27 18. Persons having knowledge of Confidential Material and information due
28 to their participation in the conduct of this litigation shall use such knowledge and

1 information only as permitted herein, and shall not disclose such Confidential
2 Material, their contents or any portion or summary thereof to any person(s) not
3 involved in the conduct of this litigation.

4 19. If any person having access to the Confidential Material herein shall
5 violate this Order, he/she may be subject to sanctions by the Court and may be liable
6 to pay for the damages caused by his/her violation.

7 **Challenges to the Designation of Confidential Material**

8 20. Any party or interested member of the public may move the Court to
9 modify the designation of any documents or information produced in this litigation
10 (either to include additional protection with respect to confidentiality or to remove a
11 confidential designation). Before making such a motion, the party or an interested
12 member of the public shall first attempt to resolve such dispute with the producing
13 party's counsel. Pending resolution of any challenges to the designation of documents
14 or information, the material at issue shall continue to be treated as Confidential
15 Material until ordered otherwise by the Court. The burden shall be on the party
16 seeking to modify the designation to show that the producing party's designation is
17 inappropriate.

18 **Withholding of Information**

19 21. *Non-relevant Attachments.* The parties will not produce non-relevant
20 attachments that are attached to relevant emails. When an attachment is withheld,
21 either for privilege or non-responsiveness, the producing party shall produce a one-
22 page TIFF image (or PDF if production format dictates) in place of the withheld
23 attachment, correspondingly stating "Attachment Withheld-Privileged" or
24 "Attachment Withheld-Nonresponsive" and bearing a sequential BATES number
25 within the family BATES range. If any attachment to an email contains responsive
26 content, then the cover email shall be produced for context, regardless of the cover
27 email's responsiveness. The cover email may be redacted in part to remove sensitive
28 information, as described below.

22. *Redactions.* The parties may redact (1) information that is privileged or protected from discovery as work product or by reason of any other applicable privilege or immunity; (2) information subject to non-disclosure obligations imposed by governmental authorities, law or regulation (*e.g.*, protected personal information); and (3) sensitive, non-relevant information, including but not limited to personally identifiable information, trade secrets, or information regarding products, data, or people. Privilege redactions will state, over the redacted portion, “Redacted–Privileged,” and all other redactions will state, “Redacted–Nonresponsive.” Redactions of emails will not redact the names of recipients or the subject line of the emails, unless the subject line is itself privileged or contains the sensitive information described above, in which case only so much of the subject line will be redacted as may be needed. The parties will produce redacted documents in TIFF format (or searchable PDF if production format dictates; or in native format for file types that do not convert well to TIFF/PDF, such as Excel files) with corresponding searchable OCR text and the associated metadata for the document, ensuring the redacted content is fully protected from disclosure.

Confidential Material In Filings, Hearings, and Trial

23. *Confidential Material in Filings.* Without written permission from the Producing Party or court order secured after appropriate notice to all interested persons, a party may not file Confidential Material in the public record in this action (or in any other action, such as an appeal). A party that seeks to file under seal any Confidential Material must comply with Civil Local Rules 79-5.2.2 (filing procedure) and 79-5.3 (service procedure). Confidential Material may only be filed under seal in a manner prescribed by the Court for such filings.

24. *Confidential Material in Hearings and Trial.* The provisions of this Order shall not affect, and this Order does not limit, the *admissibility* of Confidential Material (or references to that material) as evidence at trial, or during a hearing or similar proceeding in this action. Prior to using Confidential Material or the

1 information contained therein at any hearing that is open to the public, the party
2 seeking to use the Confidential Material must give at least seven (7) days advance
3 notice to the producing party of the intent to use the Confidential Material so that the
4 producing party may seek an appropriate Court Order to protect the Confidential
5 Material.

6 **Continuing Effect of this Order and Duty to Destroy**

7 25. This Order shall continue to be binding throughout and after the
8 conclusion of this litigation, including all appeals. Within thirty (30) days of
9 settlement or final adjudication, including the expiration or exhaustion of all rights to
10 appeal or petitions for extraordinary writs, each party or non-party to whom any
11 materials were produced shall, without further request or direction from the Producing
12 Party, promptly destroy all documents, items or data received including, but not
13 limited to, copies or summaries thereof, in the possession or control of any expert or
14 employee. This requirement to destroy includes all documents, not only those
15 documents designated as Confidential Material. The Receiving Party shall submit a
16 written certification to the Producing Party by the 30-day deadline that (1) confirms
17 the destruction/deletion of all Confidential Material, including any copies of
18 Confidential Materials provided to persons required to execute **Exhibit A** (Affidavit),
19 and (2) affirms the Receiving Party has not retained any copies, abstracts,
20 compilations, summaries or any other format reproducing or capturing any of the
21 Confidential Material. Notwithstanding this provision, outside counsel is entitled to
22 retain an archival copy of filings, depositions, and deposition exhibits.

23 **Procedure if Confidential Material Is Required to be Produced**

24 26. If any person receiving documents covered by this Order is served with
25 a subpoena, order, interrogatory, or document or civil investigative demand
26 (collectively, a “Demand”) issued in any other action, investigation, or proceeding,
27 and such Demand seeks material that was produced or designated as Confidential
28 Material by someone other than the Receiving Party, the Receiving Party shall give

1 prompt written notice by hand or electronic transmission within five (5) business days
2 of receipt of such Demand to the party or non-party who produced or designated the
3 material as Confidential Material, and shall object to the production of such materials
4 on the grounds of the existence of this Order. At the request of the party or non-party
5 who produced or designated the material as Confidential Material, the Receiving
6 Party shall refuse to comply with the Demand unless (a) ordered to do so by a court
7 with jurisdiction over the Receiving Party; or (b) released in writing by the party or
8 non-party who designated the material as Confidential Material. The burden of
9 opposing the enforcement of the Demand shall fall upon the party or non-party who
10 produced or designated the material as Confidential Material. Compliance by the
11 Receiving Party with any order of a court of competent jurisdiction, directing
12 production of any Confidential Material, shall not constitute a violation of this Order.

13 **Application of this Order to Productions by Third Parties**

14 27. This Order may be used by third parties producing documents in
15 connection with this action. Third parties may designate information as Confidential
16 or Highly Confidential – Attorneys’ Eyes Only.

17 28. If a third party produces (or intends to produce) documents and does not
18 designate (or does not intend to designate) those documents as Confidential Material,
19 then any party to this action may seek to designate that third party’s documents or
20 categories of documents as Confidential Material. In that case, it will be the burden
21 of the party seeking protected status to move for a court order designating the
22 materials as Confidential Material after the parties confer.

23 29. In the event additional parties join or intervene in this litigation, the
24 newly joined party(ies) shall not have access to Confidential Material until its/their
25 counsel has executed and, at the request of any party, filed with the Court the
26 agreement of such party(ies) and such counsel to be fully bound by this Order.

27 30. The parties agree that nothing in this Order shall be deemed to limit the
28 extent to which counsel for the parties may advise or represent their respective clients,

1 conduct discovery, prepare for trial, present proof at trial, including any document
2 designated Confidential Material as set forth herein, or oppose the production or
3 admissibility of any information or documents which have been requested.

4 31. This Order shall remain in full force and effect until such time as it is
5 modified, amended, or rescinded by the Court.

6
7 Respectfully stipulated to and submitted by,
8

9 Dated: April 24, 2024

10 By: /S/ Paul Tokar
11 Rouben Varozian (SBN 258366)
12 rvarozian@bvlawgroup.com
13 Paul Tokar (SBN 305267)
14 ptokar@bvlawgroup.com
15 BV LAW GROUP, APLC
16 16130 Ventura Blvd, Suite 570
17 Encino, California 91436
18 Telephone: (818) 990-0800
19 Facsimile: (818) 986-9119

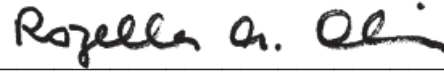
20 ***Counsel for Plaintiff***
21 ***Dolores Vega***

22 Dated: April 24, 2024

23 By: /S/ Cody Lee Saal
24 Carolyn Sieve (SBN 182763)
25 csieve@constangy.com
26 Cody Saal (SBN 286041)
27 csaal@constangy.com
28 **CONSTANGY BROOKS, SMITH
& PROPHETE, LLP**
3420 Bristol, 6th Floor
Costa Mesa, CA 92626
Counsel for Defendant
Wal-Mart Associates, Inc. dba
Walmart

1
2 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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4 Dated: 04/25/2024



5 Hon. Rozella A. Oliver
6 United States Magistrate Judge
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EXHIBIT A TO CONFIDENTIALITY ORDER

CAROLYN SIEVE (SBN 182763)
csieve@constangy.com
**CONSTANGY BROOKS, SMITH
& PROPHEDE, LLP**
3420 Bristol Street, 6th Floor
Costa Mesa, CA 92626
Telephone: (949) 743-3979

CODY SAAL (SBN 286041)
csaal@constangy.com
CONSTANGY, BROOKS,
SMITH & PROPHEDE, LLP
601 Montgomery Street, Suite 350
San Francisco, CA 94111
Telephone: (415) 918-3000

Attorneys for Defendant
WAL-MART ASSOCIATES, INC.
dba WALMART

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WALMART; and DOES 1 through 50,
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Defendants.

Case No: 2:23-cv-07748-MSC-RAO

**AFFIDAVIT OF COMPLIANCE
WITH CONFIDENTIALITY
ORDER**

1. My name is _____. I live at _____
_____. I am working on behalf (or at the direction
and engagement) of _____.

2. I am aware that a Confidentiality Order has been entered in the above-captioned lawsuit. A copy of this Confidentiality Order has been given to me, and I have read and understand the provisions of same.

3. I acknowledge that documents and information designated as confidential and/or highly confidential pursuant to such Confidentiality Order (“Confidential Materials”) are being disclosed to me only upon the conditions that I agree (a) to be subject to the jurisdiction of this Court, and (b) to comply with that Order. I hereby agree to abide by such Order, subject to all penalties prescribed therein, including contempt of Court, for disobedience of said Order. I promise that the documents and information given confidential treatment under the Confidentiality Order entered in this case will be used by me only to assist counsel for the parties in preparing for litigation of the above-captioned matter. I understand that any use of such Confidential Material in any manner contrary to the provisions of the Confidentiality Order may subject me to the sanctions of this Court for contempt and to liability for any damages caused by my breach of the Confidentiality Order.

4. I shall not disclose nor permit to be reviewed or copied said Confidential Materials, or any information derived from, by any person other than the parties and counsel for the parties or members of their staff.

5. Within 30 days after the above-captioned lawsuit ends in a final non-appealable order, I agree to destroy all Confidential Materials in my possession.

DATED: _____, 20____

Signature

Printed Name